

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF MOTOR VEHICLES
PURCHASING DEPARTMENT, ROOM 319
2300 WEST BROAD STREET
REQUEST FOR PROPOSAL (RFP)**

Issue Date: February 24, 2006**RFP#** 154:6-040**Title:** Media Buyer Services**Commodity Code:** 91500

On Site Location: Department of Motor Vehicles (DMV)
3551 Buckner Blvd.
Virginia Beach, Virginia 23456

Initial Period of Contract: From the date of Award through approximately July 31, 2006. One (1) year renewal option at DMV's discretion.

Sealed Proposals Will Be Received Until: Monday, March 13, 2006, 2:00pm local time, in the Purchasing Department, Room 319, Attention: Becky Babb.

Expected Contract Award Date: Around March 30, 2005.

All written inquiries are due by Tuesday, March 7, 2006 at 5:00pm local time and should be directed to Becky Babb (Becky.Babb@dmv.virginia.gov) Fax 804-367-0046. No verbal inquiries will be accepted.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO DMV PURCHASING DEPARTMENT, ADDRESS SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:
Department of Motor Vehicles, Purchasing Department, **Room 319**, 2300 West Broad Street, Richmond, VA 23220, and Attention: Becky Babb.

It is the Offeror's responsibility to ensure their proposal is in **Room 319** by the specified date and time.

Name and Address of Offeror:

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

Zip Code: _____ Title: _____

FEI/FIN NO. _____ Phone: (_____) _____

E-mail: _____ Fax: (_____) _____

The Offeror accepts the Terms and Conditions stated in this Request for Proposal.

_____ Yes _____ No

PRE-PROPOSAL CONFERENCE: There will be no pre-proposal conference for this proposal.

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Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 2.2-4343.1, or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. **GENERAL:**

A) **Purpose:**

DMV seeks an organization/contractor to conduct a statewide media buy, in conjunction with the national *Click It or Ticket* Virginia safety belt program. The *Click It or Ticket* program is solely focused on increasing safety belt/child safety seat use in the Commonwealth with an end goal of decreasing the number of motor vehicle related injuries and fatalities resulting from non-use of occupant restraint devices.

The *Click It or Ticket* program to be utilized was developed and is currently maintained by the National Highway Traffic Safety Administration and is used by most states in the United States. This program mandates specific mobilization dates for both aggressive media and law enforcement in late May 2006. It includes safety belt surveys, education and information to both law enforcement and the public.

Since safety belt use is not “mandatory” by law, the combination of public education via media coverage plus increased law enforcement is the best option to reduce the number of injuries and fatalities on Virginia’s highways resulting from non-use of safety belts. Through this combination, the increase in safety belt use is anticipated to rise to 82% or higher from the existing 80.4%.

B) **Scope:**

To be clear, DMV seeks to obtain the contractual services of an expert-level Media Buyer and all related administrative and oversight services requested throughout this RFP. The Contractor will purchase media on behalf of DMV. DMV will make payments directly to the media outlets. The Contractor shall invoice DMV only for the media buying services and related tasks. Contractor is not required to work onsite; work can be performed at Contractors facility. Occasionally, face-to-face meetings are to be held at the DMV location (specified above).

For informational purposes only, DMV’s media budget for the Click It or Ticket program is estimated at \$500,000.

II. **BACKGROUND:**

- A) The Department of Motor Vehicles (DMV) is a governmental agency in the Executive Branch of Virginia State government. Under the direction of the Secretary of Transportation, the DMV administers motor vehicle and transportation related laws for the continued benefit of all citizens of the Commonwealth. Specifically, the DMV administers Motor Vehicle Titling and Licensing Laws, Driver’s Licensing Laws, Motor Carrier laws, Transportation Safety Laws, and other motor vehicle-related laws and regulations as directed by the *Code of Virginia*, as amended. DMV also regulates manufacturer franchise motor vehicle dealers and independent motor vehicle dealers.
- B) DMV employs nearly 2000 full and part-time employees to meet its daily mission of providing transportation services to customers in Virginia. These employees provide services via 73 Customer Service Centers (CSC’s) and 13 Motor Carrier Service

Centers/Weigh Stations (MCSC's) dispersed throughout the state, and one centralized administrative Headquarters located in Richmond, Virginia.

- C) DMV provides a multitude of services to private citizens, transportation entities, courts, law enforcement agencies, insurance companies, and related transportation clients. The most commonly provided DMV services include provision of driver testing and licensing, vehicle registration and titling, credentialing of commercial motor carriers, and oversight of related transportation safety and information management programs. Due to the nature of DMV business processes, the type of work performed by the agency requires substantial use of automated systems. It is imperative that the agency operates its programs and facilities in an efficient and economical manner, incorporating into its operation those technological developments that will enhance the delivery of services to DMV's various transportation clients.
- D) **Business Objective:**

Although the Commonwealth of Virginia's current safety belt usage rate of 80.4% is generally considered good, the rate needs to be higher. Virginia's safety belt law is a secondary law, meaning that a law enforcement officer needs another reason to stop a vehicle (e.g., speed, failure to yield, etc.) and find occupants unrestrained in order to issue a ticket or citation to the driver for the safety belt violation. Virginia's child safety seat laws are primary; meaning a law enforcement officer needs no other reason to stop a vehicle. This law applies to children up to 16 years of age.

Studies have proven that restrained occupants in a crash are approximately 50% less likely to receive fatal injuries or die. Since nearly half the fatalities in motor vehicle crashes involve non-use of safety belts, increasing safety belt use, would by logic, reduce the number of injuries and fatalities in Virginia.

III. **STATEMENT OF NEEDS**

- A) The Contractor shall:
1. Purchase all television and radio media relating to the *Click It or Ticket* program.
 2. Ensure that purchases target the primary audience of males aged 18-34 years, with a secondary market of females aged 18-34 years. All media entities and flight purchases must conform to this demographic.
 3. Purchase media in the form of radio and television spots.
 4. Ensure that purchased media airs between May 15, 2006 through June 4, 2006. There will be **NO EXCEPTIONS** to this time frame.
 5. Purchase media in all Commonwealth of Virginia media markets **EXCEPT** the Northern Virginia media market. Markets must include, but are not exclusive to, the Northern Neck, Eastern Shore, Hampton Roads, Richmond, Central Virginia, Roanoke and Southwest Virginia.
 6. Possess and utilize expert negotiating skills:
 - a. To achieve a **MINIMUM** of 300 points per week for television and 200 points per week for radio.
 - b. To obtain a one to one ratio of No-charge time, which can be in the form of additional spots, 10 or 15-second additional

placements, specific negotiated promotions, remotes, and other promotions when appropriate to the central message, demographic and time frame. Very limited promotional material will be available (i.e. posters & stickers).

7. Work directly with DMV's media production agency, which will be producing the actual *Click It or Ticket* spots. Contractor will deliver final products to the appropriate media stations in the required format.
8. Communicate with the DMV Project Manager and DMV Public Relations representative. The Contractor, DMV Project Manager & DMV Public Relations representative should each be aware of all activities being coordinated for the *Click It or Ticket* program.

B) The Contractor shall designate a central point of contact for DMV. A dedicated and knowledgeable back up resource should also be provided in case the designated point of contact is unavailable.

C) The Contractor shall submit a final report to the Commonwealth of Virginia Department of Motor Vehicles. The final written report submitted should, at a minimum, include a post-buy analysis for television and radio spots/schedules, gross rating points (GRP's), no-charge schedules, affidavits of flights and dollar amounts that will prove all media goals have been met.

D) Recommended Contractor Skill Sets:

1. Prior experience with complex environments with large and diverse populations.
2. Demonstrated performance in media planning, negotiating and buying with large-scale statewide media plans/buys.
3. Experience with radio and television markets in Virginia and with smaller market properties to include large media corporations, cable television, independently owned stations, stations that serve a large metro area as well as stations that serve isolated rural areas and minority language stations.
4. Proven experience in minority media plans/buys for different ethnic backgrounds (i.e. Hispanic, African American media).
5. Ability to work effectively and efficiently in a short time frame. Media buys requested are to be planned, negotiated and executed in a matter of weeks.
6. Ability to use creative approaches such as additional events, remotes, and station promotions among others to achieve goals.
7. Leverage their buying power to get the "biggest bang for their buck".
8. Excellent written and verbal communication skills.

F) Project Timeline:

Project to Begin as soon as contract is awarded with an end date of approximately July 31, 2006.

G) Accounting/Billing:

1. After contract award, the Contractor shall furnish to DMV, in advance of any purchases; a written cost estimate of all expenditures for the media purchase. Prior to committing any DMV funds, the Contractor shall obtain written authorization from DMV.
2. All invoices submitted to DMV for payment shall be itemized.

IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

A) Proposal Preparation:

1. Proposals must be organized and prepared as follows. Proposals that are not organized and prepared in this manner may be eliminated from consideration by DMV at any time, at DMV's sole discretion.
 - a) Proposals shall be organized in the order in which the requirements are presented in the RFP and must be page numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements.
 - b) As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - c) Offeror shall develop as part of their proposal, a detailed media plan for the *Click It or Ticket* program, to include but not be limited to;
 1. Description of the plan ensuring a combination of best price with targeted media buys is obtained for the media purchase, as specified in Section III, A), items 1 through 7.
 2. A proposed execution timeline identifying tasks and time required for completion of project. (DMV will ultimately finalize with the Contractor, the project timeline upon award.)
 3. Provide a list of staff who will be working on the project, indicating primary and back up resources. Include roles, qualifications, resumes and a description of each skill set as

specified in Section III, D), items 1 through 8. Must also include a narrative explaining proposed staff's knowledge, skills and abilities. DMV reserves the right to review resumes and conduct interviews with potential candidates.

4. Provide descriptions of similar media purchases made in the past five- (5) years by the Media Buyer proposed.
 5. Provide a detailed list of DMV staff resources required by the contractor to perform this project. The list should include the type of resource, reason for resource, how long resource will be needed, etc..
 6. Provide a detailed description of the final report to be submitted at project conclusion. Offeror should submit a sample of their final report with their proposal.
 7. Proposal shall include a step by step itemized invoicing process for the media purchase. This process must include how the Contractor will ensure the accuracy of the invoices provided to DMV for the actual media. Contractor should be familiar with the Commonwealth of Virginia's Prompt Pay Act and incorporate this into the proposed invoicing process. Offeror should submit a sample of an itemized invoice with their proposal.
- d) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- e) Offeror shall include a completed Offeror Data Sheet, Attachment A, with their proposal.
- f) Information which the Offeror desires to present that does not fall within the requirements of the RFP should be designated as additional material and inserted at an appropriate place or be attached at the end of the proposal. See Attachment B.

B) Proposal Submission:

1. Offerors are required to submit the following items in order for their proposal to be complete and accepted by DMV:
 - a) Return the RFP cover sheet and all addenda acknowledgments, if any, signed by a person with authority to bind the company.
 - b) The complete proposal (including all specific items or data requested in the RFP and any addenda) and information describing additional information.
2. In order to be considered for selection, the Offeror must submit a complete and detailed response to this RFP. All information requested in the RFP must be submitted. Failure to submit all information requested may result in DMV

giving a lowered evaluation of the proposal, and/or DMV eliminating the Offeror's proposal from consideration, at DMV's sole discretion.

3. Offeror shall submit **one** (1) original and **four** (4) copies of their proposal. The Offeror shall make no other distribution of their proposal. Offeror will not be compensated for the cost of the proposal preparation whether or not an award is made.
4. Proposals will not be accepted after the closing date and time. The Offeror may use any means of delivery, but it is the responsibility of the Offeror to allow adequate time for delivery. Proposals received in **Room 319** after closing date and time will be returned unopened to the Offeror.
5. Proposed Price: See Section XI.
6. SWAM Utilization – Summarize the planned utilization of DMBE certified small businesses and businesses owned by women and minorities under the contract to be awarded as a result of this solicitation. See Attachment C.

C) Oral Presentation:

1. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

V. **EVALUATION CRITERIA:**

Evaluation of proposals will be based on the following criteria:

<u>FOR SERVICES:</u>	<u>POINT VALUE</u>
1. Qualifications & Experience of Offerors	30
2. Methodology/Approach of media purchase plan	25
3. Price.	25
4. Use of Small, Women-Owned and Minority Business	10
5. Overall Suitability to meet DMV's needs	10
<hr/>	
TOTAL	100

VI. **REPORTING AND DELIVERY**

- A. The Contractor shall provide reports to the Commonwealth of Virginia Department of Motor Vehicles with the following:

1. The Contractor shall provide weekly progress reports with the specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
2. The Contractor shall provide the final report to the Commonwealth of Virginia Department of Motor Vehicles for its approval on or before the date specified in the contract. The Contractor shall furnish (5) copies of the final report

VII. PRE-PROPOSAL CONFERENCE

PRE-PROPOSAL CONFERENCE: There will be no pre-proposal conference.

VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. Below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**
Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract.

All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to

pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such

order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a offer or proposal under this solicitation, the Offeror or offerors certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **NONDISCRIMINATION OF CONTRACTORS:** A Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors or offerors must register in eVA; failure to register will result in the proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor

Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic offerding.

- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

IX. SPECIAL TERMS AND CONDITIONS

- A. **ACCESSIBILITY:** The Offeror certifies to the Commonwealth that the product(s) and/or services provided pursuant to this contract conform to all applicable Federal and State laws, regulations, rules and guidance documents, (including but not limited to the Americans with Disabilities Act) which are applicable to the Contractor and/or the Department of Motor Vehicles (in its capacity as an employer and/or as a state agency providing products and services to the public) in the procurement and/or use of the products and/or services provided pursuant to this Contract and in the provision of such products and/or services to the public. The Contractor shall include this provision in every contract or purchase order for subcontractors or vendors in any way related to his Contract and/or the services and products provided hereunder, so that the provisions will be binding upon each subcontractor or vendor.
- B. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of Motor Vehicles (DMV) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- C. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Commonwealth shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- F. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 90 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. **CONFIDENTIALITY (Commonwealth):** The Contractor recognizes that DMV's records related to this Contract may be subject to public inspection, and it shall be the Contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to DMV. DMV agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law.

H. **CONFIDENTIALITY OF AGENCY INFORMATION:**

- a. Contractor acknowledges and agrees that information and data contained in, or derived from, the records of DMV, which pertains to drivers and/or vehicles, is regulated by federal and state laws, regulations and rules, including but not limited to the Federal Driver Privacy Protection Act of 1994 (18 U.S.C. §§2721 et seq.), the Virginia Privacy Protection Act of 1976 (Va. Code §§2.1-377 et seq.), and its successors, the Government Data Collection and Dissemination Practices Act (Va Code §§ 22-3800 et seq) and Virginia Code §§ 46.2-208 et seq.
 - (1) Any information or data contained in or derived from the records of DMV, which pertains to drivers and/or vehicles, is confidential and private and shall be used only for the purpose for which it was provided to Contractor. Contractor will collect, maintain and use such information and data in a secure manner and will not, for any reason, disclose, disseminate or distribute such information or data or provide access to such information or data to any person other than those persons who need to access such information or data for delivery of products or services hereunder.
 - (2) At such time as Contractor no longer has need or use for the information and data in order to satisfy its obligations and performance under this Contract, Contractor shall destroy the information and data in a secure manner.
- b. Contractor shall, at all times, remain fully informed of and in compliance with all federal and state laws, regulations, rules and guidance documents pertaining to the acquisition, maintenance, use and release of information and data contained in or derived from DMV records. Contractor shall indemnify DMV in accordance with the Indemnification provisions contained in this contract as a result of any acts or omissions of Contractor, its agents or employees, with regard to information and data provided by or obtained from DMV.
- c. Contractor's agents and employees, working in any phase of the design, operation or maintenance of the Secure DL/ID system, may be subject to DMV security clearances or other security requirements imposed by the Commonwealth. In addition, individuals working on this Contract will be required to sign a confidentiality agreement.
- d. Contractor will ensure confidentiality of all DMV testing information provided to or obtained by Contractor, its agents or employees.
- e. In addition to any other remedy provided in this Contract, including but not limited to indemnification, DMV may, in the event that Contractor has not, or DMV reasonably suspects that Contractor has not, complied with the provisions of this section, deny and terminate Contractor's access to information and data and retrieve all such information and data thus far

provided to or obtained by Contractor pursuant to this Contract. In the event that denial and termination of Contractors access to information and/or data prevents Contractor from satisfying its obligations under this contract, Contractor shall be deemed to be in breach/default of the contract.

- I. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in one eVA purchase order(s) with the 1% transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your offer or terminate this contract for default.

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us

- J. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The offeror's signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Offeror	March 13, 2006	2:00pm EST
	Due Date	Time
_____	154:6-040	_____
Street or Box Number	RFP No.	
_____	Media Buyer Services RFP	
City, State, Zip Code	RFP Title	
Name of Contract/Purchase Officer or Buyer	Becky Babb	

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope and/or package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- K. ORAL PRESENTATIONS:** Offerors who are selected for further consideration may be asked to give a detailed presentation of their proposed solutions and capabilities for providing the stated RFP requirements. The Offeror presentation shall provide the DMV evaluation committee with a detailed understanding of all products, solutions, and services contained in their proposal. The Offeror must be prepared to conduct a presentation within one week of proposal opening in order to be considered in the evaluation.
- L. OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, deliverables, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- M. PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- N. PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- O. RENEWAL OF CONTRACT:** Following the initial term, this contract may be renewed by the Commonwealth, in its sole discretion, for one one-year period under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.
- P. SECURITY REQUIREMENTS:** All employees of the Contractor working on this project may be required to submit fingerprinting and a fingerprint-based criminal history check conducted by DMV at the expense of the Contractor and in accordance with the procedures applicable to DMV employees. The eligibility of Contractor's employees to work on this project may be contingent upon satisfactory results of the criminal history check which are subject to the standards of review applicable to DMV employees.

The Contractor will be required to obtain from its employees working on this project the appropriate information release forms completed and signed by each employee and giving his/her consent to the fingerprinting and criminal history check. Such completed and signed forms must be submitted by the Contractor to DMV prior to the criminal history check. Employees of the Contractor who refuse to consent to the criminal history check will not be permitted to work on this project.

- Q. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime Contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.
- R. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

X. METHOD OF PAYMENT:

- A. The final invoice(s) should be mailed to:

Department of Motor Vehicles
Attention: Invoice Processing.
PO Box 25700
Richmond, Virginia 23260.

- B. All invoices submitted to DMV by the Contractor must show the Contract Number. Failure to provide the contract number shall result in the invoice being returned to the Contractor.
- C. All invoices submitted to DMV for payment shall be itemized.

XI. PRICING SCHEDULE:

- A. Proposed price shall include the full fixed cost of the Media Buying and related services. DMV will reimburse actual travel and lodging expenses (if applicable) up to the amount specified in the Virginia State Travel Regulations, (link provided below).

- a) 20335 – State Travel Regulations Link

<http://www.doa.state.va.us/procedures/AdminServices/capp/pdfdocs/20335.pdf>

- B. The Offeror should also provide optional pricing for the hourly rates for ad-hoc consulting work.

XII. ATTACHMENTS

ATTACHMENT A

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your proposal non-responsive.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Vendor's Primary Contact:**
Name: _____ Phone: _____
3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. **Vendor Information:**
FIN or FEI Number: _____ If Company, Corporation,
or Partnership
Social Security Number: _____ If Individual
5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: (_____) _____ Fax: (_____) _____
Project: _____

Dates of Service: _____ \$ Value: _____
 - B. Company _____ Contact: _____
Phone: (_____) _____ Fax: (_____) _____
Project: _____

Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone: (_____) _____ Fax: (_____) _____
Project: _____

Dates of Service: _____ \$ Value: _____

Signed: _____ Title: _____
Date: _____

EXCEPTIONS TO RFP

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the terms of the RFP and any addendums as issued without exception. In addition, suppliers should note below any relevant additional services not previously covered in the RFP document that they would like included. Please be detailed in your response.

[illegible]

ATTACHMENT C

SWAM (Small, Women and Minority-owned Businesses) Utilization Plan Date: _____

Offeror Name: _____ Preparer Name: _____

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business Enterprise: "Small business enterprise" shall mean an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program. **For purposes of the SWAM Program, the definition of small business enterprise shall be interpreted to include all certified women-owned and minority-owned businesses.**

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbe.virginia.gov (Customer Service).

1. Plans for utilization of SWAM Businesses					
SWAM Business Name & Address	SWAM Status: Small (S), Women (W), Minority (M) & DMBE Certif. # & Date	Contact Person, Tele. & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					